

# EXHIBIT 1

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Settlement Agreement") is made and entered into by and between the Federal Aviation Administration ("FAA") and All In Jets, LLC ("Respondent") (collectively, "the parties"), with regards to FAA EIR No. 2018SO150004 and 2019SO150007 (collectively, "the matters").

WHEREAS, the FAA issued a Notice of Proposed Civil Penalty on May 31, 2019 for \$48,000;

WHEREAS, the FAA issued a Notice of Proposed Civil Penalty on July 28, 2020 for \$45,000

WHEREAS, the FAA and Respondent held an informal conference on February 5, 2021;

WHEREAS, Respondent declared bankruptcy due to unpayable debt on August 9, 2020.

WHEREAS, the FAA and Respondent believe it to be in their mutual best interests to resolve this case at this time,

NOW THEREFORE, the FAA and Respondent agree as follows:

1. The Respondent agrees to accept all findings of facts and violations by the FAA listed in both the May 31, 2019 and July 28, 2020 Notice of Proposed Civil Penalty.
2. The FAA agrees that due to the bankruptcy of the company, no civil penalty shall be collected.
3. After this Settlement Agreement has been signed and returned, the FAA within 30 days will issue orders for the matters. Each order will contain the same factual and legal allegations as the previously issued notices.
4. Respondent understands these Orders represent violations of the Federal Aviation Regulations.
5. Respondent waives any right it may have to appeal or request a hearing with regards to the matters raised in the Notice, or Order.
6. Each party will bear its own costs, if any, that arose as a result of these matters. Respondent agrees not to initiate any litigation under any regulatory or statutory provision to collect any fees or costs it may have incurred. This includes litigation initiated under the Equal Access to Justice Act (EAJA).
7. Respondent waives any potential causes of action against the FAA, employees and agents, in their official or personal capacities;

8. This document accurately reflects the terms of the settlement between the parties and is binding on them.
8. The FAA and the Respondent certify that this Settlement Agreement is a free and voluntary act of the parties, supported by good and valuable consideration for both parties.
9. The parties agree that facsimile or pdf signatures and copies of this document shall have the same effect as an original.
10. The date of this Settlement Agreement shall be the date of the last signature hereto.
11. Due to the ongoing Covid-19 Pandemic, the Respondent agrees the orders may be served by e-mail upon their counsel, Kathleen A. Yodice, Esq.

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James H. Dunfee Jr.  
Attorney  
AGC-300, Southern Team  
Federal Aviation Administration

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Date

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\_\_\_\_\_  
(name)  
(title)  
All in Jets, LLC

\_\_\_\_\_  
Date